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ATTORNEYS FOR WELLS FARGO CAPITAL FINANCE, INC.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE:	§	CASE NO. 11-30210-BJH-11
	§	
FRE REAL ESTATE, INC.,	§	CHAPTER 11
f/k/a TCI PARK WEST II, INC.,	§	HEARING DATE:
	§	COMMENCING FEBRUARY 3, 2011
Debtor.	§	HEARING TIME: 1:15 P.M.

**WELLS FARGO CAPITAL FINANCE, INC.'S WITNESS AND EXHIBIT LIST FOR
HEARING ON MOTION TO DISMISS FRE REAL ESTATE INC.'S CHAPTER 11
PETITION PURSUANT TO 11 U.S.C. § 1112(b) DUE TO ITS BAD FAITH FILING OR,
IN THE ALTERNATIVE, TO CONVERT THE CASE TO A CHAPTER 7 CASE**

Wells Fargo Capital Finance, Inc. ("Wells Fargo") files this its list of witnesses and exhibits for the hearing on Wells Fargo's Motion to Dismiss FRE Real Estate, Inc.'s Chapter 11 Petition Pursuant to 11 U.S.C. § 1112(b) Due to Its Bad Faith Filing or, in the Alternative, to Convert the Case to a Chapter 7 Case, (the "Motion to Dismiss"),¹ which is set to commence on February 3, 2011, at 1:15 p.m.

¹ Wells Fargo filed its Motion to Dismiss FRE Real Estate, Inc.'s Chapter 11 Petition Pursuant to 11 U.S.C. § 1112(b) Due to Its Bad Faith Filing on January 10, 2011 at Docket No. 23 and its Motion to Convert the Case to a Chapter 7 Case on January 11, 2011, at Docket No. 28.

I. LIST OF WITNESSES

Wells Fargo may call any one or more of the following witnesses to testify at the hearing on the Motion to Dismiss:

1. Richard David Morgan, Vice President of the Debtor, FRE Real Estate Inc. (the "Debtor");
2. Steven Shelley, Vice President of Transcontinental Realty Investors, Inc. ("Transcontinental") and former Vice President of TCI Texas Properties, LLC ("TCI");
3. Any witnesses called by any other party; and
4. Rebuttal witnesses as necessary.

II. LIST OF EXHIBITS

In addition to any documents and schedules on file with the Clerk of the Court in this matter and not specifically listed herein, Wells Fargo may use the following exhibits at the hearing on the Motion to Dismiss:

Pre-marked Exhibit Number ²	Description of Exhibit	Offered	Objection	Admitted	Disposition After Trial
I. General Background Exhibits					
1.	List of TCI's Officers and Directors, as of December 23, 2010				
2.	List of the Debtor's Officers and Directors, as of December 23, 2010				
3.	List of Officers and Directors of Transcontinental, as of December 23, 2010				

² Each of the listed, pre-marked exhibits are designated as "Wells Fargo Exhibit ____" and will be referred to accordingly.

4.	List of Members and Managers of ABCLD Income, LLC ("ABCLD Income") ³ , as of December 23, 2010				
5.	Credit Agreement, dated as of November 1, 2006, as amended, between TCI and Wells Fargo [also marked as deposition exhibit Wells Fargo Exhibit 179], whereby Wells Fargo made loans and extended other financial accommodations from time to time to, TCI				
6.	General Continuing Guaranty, dated as of November 1, 2006, by Transcontinental in favor of Wells Fargo, whereby Transcontinental guaranteed the payment and performance of TCI's obligations under the Wells Fargo Credit Agreement				
7.	List of properties constituting the Wells Fargo Real Estate Collateral				
8.	List of trade creditors of TCI as of December 23, 2010				
9.	List of total unsecured debt owed by TCI to its insiders as of January 4, 2011 (the " <u>Petition Date</u> "), requested of Debtor				
II. Transfer of Wells Fargo Real Estate Collateral, Subject to Wells Fargo's Liens					
10.	Purchase Agreement, dated as of December 23, 2010, between TCI and the Debtor, whereby TCI, as seller, sold to the Debtor, as buyer, for an aggregate purchase price of \$24,050,000.00, certain real property assets owned by TCI as more fully described therein (the " <u>Wells Fargo Real Estate Collateral</u> "), subject to the liens and indebtedness of Wells Fargo.				

³ Capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Motion to Dismiss.

11.	Promissory Note, dated as of December 23, 2010, in the original principal amount of \$15,488,329.31, by Debtor to TCI, evidencing the payment by the Debtor to TCI of a portion of the purchase price for the Wells Fargo Real Estate Collateral (the " <u>TCI Texas Note</u> ")				
12.	General Warranty Deeds, each dated as of December 23, 2010, executed by TCI, wherein TCI deeded all of its rights, titles, and interests in and to the Wells Fargo Real Estate Collateral to the Debtor				
13.	Distribution Agreement, dated as of December 27, 2010 between TCI and Transcontinental, together with allonge, dated as of the same date, executed by TCI, in favor of Transcontinental, whereby TCI transferred to its parent company at the time, Transcontinental, the TCI Texas Note				
14.	Transcontinental Purchase Agreements, each dated as of December 27, 2010, between Transcontinental and ABCLD Income, whereby Transcontinental sold to ABCLD Income, all of its ownership interests or capital stock, as applicable, in several of its subsidiaries for \$1,000.00 each				
15.	List of Members and Managers of ABCLD Properties, LLC (" <u>ABCLD Properties</u> ")				
16.	Purchase Agreement, dated as of December 22, 2010, between ABCLD Properties and Transcontinental, whereby ABCLD Properties purchased from Transcontinental, all of Transcontinental's stock in the Debtor (f/k/a TCI Park West II, Inc.), for \$67,000,000.00				

17.	Promissory Note, dated as of December 22, 2010, in the original principal amount of \$5,300,000.00 from ABCLD Properties to Transcontinental, evidencing the payment by ABCLD Properties to Transcontinental of a portion of the purchase price for Transcontinental's stock in the Debtor				
18.	Stock Power and Certificate, dated as of December 22, 2010, from Transcontinental in favor of ABCLD Properties, whereby Transcontinental's stock in the Debtor was transferred to ABCLD Properties				
19.	Purchase Agreement, dated as of December 27, 2010, between ABCLD Properties and Transcontinental, whereby ABCLD Properties purchased from Transcontinental, all of Transcontinental's limited partnership interests in Westgrove Air Plaza, Ltd. (" <u>Westgrove Air Plaza</u> "), for \$1,000.00				
20.	Assignment of Limited Partnership Interest, dated as of December 27, 2010, executed by Transcontinental in favor of ABCLD Properties, whereby Transcontinental's limited partnership interest in Westgrove Air Plaza was transferred to ABCLD Properties				
III. Transfers of Real Estate From Transcontinental to the Debtor, Subject to the Liens of: (i) Access First Capital, (ii) Propel Financial Services, (iii) Nexbank, (iv) Armed Forces Bank, (v) and RMR Investments, Inc.					
21.	Transcontinental Purchase Agreements, each dated as of December 23, 2010, by and between Transcontinental and the Debtor, pursuant to which Transcontinental sold to the Debtor certain real estate owned by Transcontinental and more fully described therein (the " <u>Transcontinental Real Estate</u> "), for an approximate aggregate purchase price of \$22,640,000.00				

22.	Promissory Notes, each dated December 23, 2010, by the Debtor, in favor of Transcontinental, evidencing the payment by the Debtor to Transcontinental of a portion of the purchase price for the Transcontinental Real Estate				
23.	List of trade creditors and trade debt of Transcontinental as of December 23, 2010				
24.	List of total unsecured debt owed by Transcontinental to its insiders as of the Petition Date, requested from Debtor				
25.	[Omitted]				
IV. Transfer of Real Estate From TCI Adams to the Debtor, Subject to the Liens of Access 1st Capital					
26.	List of Managers and Members of TCI Adams, LLC (" <u>TCI Adams</u> "), as of December 23, 2010				
27.	List of trade creditors and trade debt of TCI Adams as of December 23, 2010				
28.	List of total unsecured debt owed by TCI Adams to its insiders as of the Petition Date, requested from Debtor				
29.	Purchase Agreement, dated as of December 23, 2010, between TCI Adams and the Debtor, whereby TCI Adams sold to the Debtor, for a purchase price of \$825,000.00, certain real property assets owned by TCI Adams as more fully described therein (the " <u>TCI Adams Property</u> ")				
30.	Promissory Note, dated December 23, 2010, in the original principal amount of \$465,648.00, by the Debtor, in favor of TCI Adams, evidencing the payment by the Debtor to TCI Adams of a portion of the purchase price for the TCI Adams Property (the " <u>TCI Adams Note</u> ")				

31.	General Warranty Deed, dated as of December 23, 2010, executed by TCI Adams, whereby TCI Adams deeded all of its right, title, and interest in and to the TCI Adams Property to the Debtor				
32.	Distribution Agreement, dated as of December 27, 2010 between TCI Adams and Transcontinental, and allonge, dated as of the same date, executed by TCI Adams, in favor of Transcontinental, whereby TCI Adams transferred to its parent company at the time, Transcontinental, the TCI Adams Note				
33.	[Omitted]				
V. Transfer of Real Estate From TCI Amoco to the Debtor Subject to the Liens of Petra Mortgage Capital Corp.					
34.	List of Managers and Members of TCI Amoco Property, LLC (" <u>TCI Amoco</u> "), as of December 23, 2010				
35.	List of trade creditors and trade debt of TCI Amoco as of December 23, 2010				
36.	List of total unsecured debt owed by TCI Amoco to its insiders as of the Petition Date, requested from Debtor				
37.	Purchase Agreement, dated as of December 23, 2010, between TCI Amoco and the Debtor, whereby TCI Amoco sold to the Debtor, for a purchase price of \$23,500,000.00, certain real property assets owned by TCI Amoco as more fully described therein (the " <u>TCI Amoco Property</u> "), subject to the liens and indebtedness of Petra Mortgage				
38.	Promissory Note, dated December 23, 2010, in the original principal amount of \$4,194,271.00, by the Debtor, in favor of TCI Amoco, evidencing the payment by the Debtor to TCI Amoco of a portion of the purchase price for the TCI Amoco Property (the " <u>TCI Amoco Note</u> ")				

39.	Act of Cash Sale, dated as of December 23, 2010, executed by TCI Amoco to the Debtor, wherein TCI Amoco deeded all of its right, title, and interest in and to the TCI Amoco Property to the Debtor				
40.	Distribution Agreement, dated as of December 27, 2010 between TCI Amoco and Continental Poydras Corp. (" <u>Continental</u> "), and allonge, dated as of the same date, executed by TCI Amoco, in favor of Continental, whereby TCI Amoco transferred to its parent company at the time, Continental, the TCI Amoco Note				
41.	Purchase Agreement, dated as of December 23, 2010, between ABCLD Income and Continental, together with Assignment of Membership Interest, dated as of the same date, executed by Continental, in favor of ABCLD Income, whereby ABCLD Income purchased from Continental, all of Continental's membership interests in TCI Amoco, for \$1,000.00 cash				
42.	[Omitted]				
VI. Transfer of Real Estate From Coventry Pointe to the Debtor, Subject to the Liens of: (i) State Bank of Texas and (ii) Access 1st Capital					
43.	List of Managers and Members of Coventry Pointe, Inc. (" <u>Coventry Pointe</u> "), as of December 23, 2010				
44.	List of trade creditors and trade debt of Coventry Pointe as of December 23, 2010				
45.	List of total unsecured debt owed by Coventry Pointe to its insiders as of the Petition Date, requested from the Debtor				

46.	Purchase Agreement, dated as of December 23, 2010, between Coventry Pointe and the Debtor, whereby the Debtor purchased from Coventry Pointe certain real property assets owned by Coventry Pointe as more fully described therein (the " <u>Coventry Pointe Property</u> "), subject to the liens and indebtedness of State Bank of Texas, for a purchase price of \$6,700,000.00				
47.	Promissory Note, dated December 23, 2010, in the original principal amount of \$2,004,039.00, by the Debtor, in favor of Coventry Pointe, evidencing the payment by the Debtor to Coventry Pointe of a portion of the purchase price for the Coventry Pointe Property (the " <u>Coventry Pointe Note</u> ")				
48.	General Warranty Deed, dated as of December 23, 2010, executed by Coventry Pointe, wherein Coventry Pointe deeded all of its right, title, and interest in and to the Coventry Pointe Property to the Debtor				
49.	Distribution Agreement, dated as of December 27, 2010, between Coventry Pointe and Transcontinental, and allonge, dated as of the same date, executed by Coventry Pointe, in favor of Transcontinental, whereby Coventry Pointe transferred to its parent company at the time, Transcontinental, the Coventry Pointe Note				
50.	[Omitted]				
VII. Transfer of Real Estate From Transcontinental Westgrove to the Debtor, Subject to the Liens of U.S. Bank National Association					
51.	List of Managers and Members of Transcontinental Westgrove, Inc. (" <u>Transcontinental Westgrove</u> "), as of December 23, 2010				

52.	List of trade creditors and trade debt of Transcontinental Westgrove, as of December 23, 2010				
53.	List of total unsecured debt owed by Transcontinental Westgrove to its insiders as of the Petition Date, requested from Debtor				
54.	Purchase Agreement, dated as of December 23, 2010, between Transcontinental Westgrove and the Debtor, whereby the Debtor purchased from Transcontinental Westgrove certain real property assets owned by Transcontinental Westgrove as more fully described therein (the " <u>Transcontinental Westgrove Property</u> "), subject to the liens and indebtedness of U.S. Bank, for a purchase price of \$4,750,000.00				
55.	Promissory Note, dated December 23, 2010, in the original principal amount of \$1,815,357.00, by the Debtor, in favor of Transcontinental Westgrove, evidencing the payment by the Debtor to Transcontinental Westgrove of a portion of the purchase price for the Transcontinental Westgrove Property (the " <u>Transcontinental Westgrove Note</u> ")				
56.	General Warranty Deed, dated as of December 23, 2010, executed by Transcontinental Westgrove, wherein Transcontinental Westgrove deeded all of its right, title, and interest in and to the Transcontinental Westgrove Property to the Debtor				

57.	Distribution Agreement, dated as of December 27, 2010 between Transcontinental Westgrove and Transcontinental, and allonge, dated as of the same date, executed by Transcontinental Westgrove, in favor of Transcontinental, whereby Transcontinental Westgrove transferred to its parent company at the time, Transcontinental, the Transcontinental Westgrove Note				
58.	[Omitted]				
VIII. Transfer of Real Estate From TCI Pantaze to the Debtor, Subject to the Liens of Access 1st Capital					
59.	List of Managers and Members of TCI Pantaze, LLC (" <u>TCI Pantaze</u> "), as of December 23, 2010				
60.	List of trade creditors and trade debt of TCI Pantaze as of December 23, 2010				
61.	List of total unsecured debt owed by TCI Pantaze to its insiders as of the Petition Date, requested from Debtor				
62.	Purchase Agreement, dated as of December 23, 2010, between TCI Pantaze and the Debtor, whereby the Debtor purchased from TCI Pantaze certain real property assets owned by TCI Pantaze as more fully described therein (the " <u>TCI Pantaze Property</u> "), subject to the liens and indebtedness of Access, for a purchase price of \$315,000.00				
63.	Promissory Note, dated December 23, 2010, in the original principal amount of \$15,103.00, by the Debtor, in favor of TCI Pantaze, evidencing the payment by the Debtor to TCI Pantaze of a portion of the purchase price for the TCI Pantaze Property (the " <u>TCI Pantaze Note</u> ")				

64.	General Warranty Deed, dated as of December 23, 2010, executed by TCI Pantaze, wherein TCI Pantaze deeded all of its right, title, and interest in and to the TCI Pantaze Property to the Debtor				
65.	Distribution Agreement, dated as of December 27, 2010 between TCI Pantaze and Transcontinental, and allonge, dated as of the same date, executed by TCI Pantaze, in favor of Transcontinental, whereby TCI Pantaze transferred to its parent company at the time, Transcontinental, the TCI Pantaze Note				
66.	[Omitted]				
IX. Transfer of Real Estate From IORI Centura to the Debtor, Subject to the Liens of: (i) First Bank & Trust, and (ii) Propel Financial Services					
67.	List of Managers and Members of IORI Centura, Inc (" <u>IORI Centura</u> "), as of December 23, 2010				
68.	List of trade creditors and trade debt of IORI Centura as of December 23, 2010				
69.	List of total unsecured debt owed by IORI Centura to its insiders as of the Petition Date, requested from the Debtor				
70.	Purchase Agreement, dated as of December 23, 2010, between IORI Centura and the Debtor, whereby the Debtor purchased from IORI Centura certain real property assets owned by IORI Centura as more fully described therein (the " <u>IORI Centura Property</u> "), subject to the liens and indebtedness of First Bank/Propel, for a purchase price of \$13,000,000.00				

71.	Promissory Note, dated December 23, 2010, in the original principal amount of \$5,793,344.67, by the Debtor, in favor of IORI Centura, evidencing the payment by the Debtor to IORI Centura of a portion of the purchase price for the IORI Centura Property (the " <u>IORI Centura Note</u> ")				
72.	General Warranty Deed, dated as of December 23, 2010, executed by IORI Centura, wherein IORI Centura deeded all of its right, title, and interest in and to the IORI Centura Property to the Debtor				
73.	Distribution Agreement, dated as of December 27, 2010 between IORI Centura and IORI Operating, Inc. (" <u>IORI Operating</u> "), and allonge, dated as of the same date, executed by IORI Centura, in favor of IORI Operating, whereby IORI Centura transferred to its parent company at the time, IORI Operating, the IORI Centura Note				
74.	Purchase Agreement, dated as of December 23, 2010, between ABCLD Income and IORI Operating, together with Stock Power with Certificate, dated as of the same date, executed by IORI Operating, in favor of ABCLD Income, whereby ABCLD Income purchased from IORI Operating, all of IORI Operating's stock in IORI Centura, for \$1,000.00 cash				
75.	[Omitted]				
X. Transfer of Real Estate From TCI Bridgewood to the Debtor, Subject to the Liens of Access 1st Capital					
76.	List of Managers and Members of TCI Bridgewood, LLC (" <u>TCI Bridgewood</u> "), as of December 23, 2010				
77.	List of trade creditors and trade debt of TCI Bridgewood as of December 23, 2010				

78.	List of total unsecured debt owed by TCI Bridgewood to its insiders as of the Petition Date, requested from the Debtor				
79.	Purchase Agreement, dated as of December 23, 2010, between TCI Bridgewood and the Debtor, whereby the Debtor purchased from TCI Bridgewood certain real property assets owned by TCI Bridgewood as more fully described therein (the " <u>TCI Bridgewood Property</u> "), subject to the liens and indebtedness of Access, for a purchase price of \$285,000.00				
80.	Promissory Note, dated December 23, 2010, in the original principal amount of \$169,080.00, by the Debtor, in favor of TCI Bridgewood, evidencing the payment by the Debtor to TCI Bridgewood of a portion of the purchase price for the TCI Bridgewood Property (the " <u>TCI Bridgewood Note</u> ")				
81.	General Warranty Deed, dated as of December 23, 2010, executed by TCI Bridgewood, wherein TCI Bridgewood deeded all of its right, title, and interest in and to the TCI Bridgewood Property to the Debtor				
82.	Distribution Agreement, dated as of December 27, 2010 between TCI Bridgewood and Transcontinental, and allonge, dated as of the same date, executed by TCI Bridgewood, in favor of Transcontinental, whereby TCI Bridgewood transferred to its parent company at the time, Transcontinental, the TCI Bridgewood Note				
83.	[Omitted]				

XI. Transfer of Real Estate From TCI Hunters Glen to the Debtor, Subject to the Liens of: (i) American Bank of Commerce, and (ii) Propel Financial Services					
84.	List of Managers and Members of TCI Hunters Glen, Inc. (" <u>TCI Hunters Glen</u> "), as of December 23, 2010				
85.	List of trade creditors and trade debt of TCI Hunters Glen as of December 23, 2010				
86.	List of total unsecured debt owed by TCI Hunters Glen to its insiders as of the Petition Date, requested from the Debtor				
87.	Purchase Agreement, dated as of December 23, 2010, between TCI Hunters Glen and the Debtor, whereby the Debtor purchased from TCI Hunters Glen certain real property assets owned by TCI Hunters Glen as more fully described therein (the " <u>TCI Hunters Glen Property</u> "), subject to the liens and indebtedness of American Bank of Commerce and Propel, for a purchase price of \$7,150,000.00				
88.	Promissory Note, dated December 23, 2010, in the original principal amount of \$1,961,929.74, by the Debtor, in favor of TCI Hunters Glen, evidencing the payment by the Debtor to TCI Hunters Glen of a portion of the purchase price for the TCI Hunters Glen Property (the " <u>TCI Hunters Glen Note</u> ")				
89.	General Warranty Deed, dated as of December 23, 2010, executed by TCI Hunters Glen, wherein TCI Hunters Glen deeded all of its right, title, and interest in and to the TCI Hunters Glen Property to the Debtor				

90.	Distribution Agreement, dated as of December 27, 2010 between TCI Hunters Glen and Transcontinental, and allonge, dated as of the same date, executed by TCI Hunters Glen, in favor of Transcontinental, whereby TCI Hunters Glen transferred to its parent company at the time, Transcontinental, the TCI Hunters Glen Note				
91.	[Omitted]				
XII. Transfer of Real Estate From ART Palm to the Debtor, Subject to the Liens of Access 1st Capital					
92.	List of Managers and Members of ART Palm, LLC (" <u>ART Palm</u> "), as of December 23, 2010				
93.	List of trade creditors and trade debt of ART Palm as of December 23, 2010				
94.	List of total unsecured debt owed by ART Palm to its insiders as of the Petition Date, requested from the Debtor				
95.	Purchase Agreement, dated as of December 23, 2010, between ART Palm and the Debtor, whereby the Debtor purchased from ART Palm certain real property assets owned by ART Palm as more fully described therein (the " <u>ART Palm Property</u> "), subject to the liens and indebtedness of Access, for a purchase price of \$1,000,025.00				
96.	Promissory Note, dated December 23, 2010, in the original principal amount of \$522,095.80, by the Debtor, in favor of ART Palm, evidencing the payment by the Debtor to ART Palm of a portion of the purchase price for the ART Palm Property (the " <u>ART Palm Note</u> ")				
97.	General Warranty Deed, dated as of December 23, 2010, executed by ART Palm, wherein ART Palm deeded all of its right, title, and interest in and to the ART Palm Property to the Debtor				

98.	Distribution Agreement, dated as of December 27, 2010 between ART Palm and ART Palm Limited Partnership, and allonge, dated as of the same date, executed by ART Palm, in favor of ART Palm Limited Partnership, whereby ART Palm transferred to its parent company at the time, ART Palm Limited Partnership, the ART Palm Note				
99.	Distribution Agreement, dated as of December 27, 2010 between American Realty Trust and ART Palm Limited Partnership, and allonge, dated as of the same date, executed by ART Palm Limited Partnership, in favor of American Realty Trust, whereby ART Palm Limited Partnership transferred to its parent company at the time, American Realty Trust, the ART Palm Note				
100.	Purchase Agreement, dated as of December 27, 2010, between ART Palm Limited Partnership and ABCLD Income, together with Assignment of Membership Interest, dated as of the same date, executed by ART Palm Limited Partnership, in favor of ABCLD Income				
101.	[Omitted]				
XIII. Transfer of Real Estate From TCI Ridgepoint to the Debtor, Subject to the Liens of Access 1st Capital					
102.	List of Managers and Members of TCI Ridgepoint, LLC (" <u>TCI Ridgepoint</u> "), as of December 23, 2010				
103.	List of trade creditors and trade debt of TCI Ridgepoint as of December 23, 2010				
104.	List of total unsecured debt owed by TCI Ridgepoint to its insiders as of the Petition Date, requested from the Debtor				

105.	Purchase Agreement, dated as of December 23, 2010, between TCI Ridgepoint and the Debtor, whereby the Debtor purchased from TCI Ridgepoint certain real property assets owned by TCI Ridgepoint as more fully described therein (the " <u>TCI Ridgepoint Property</u> "), subject to the liens and indebtedness of Access, for a purchase price of \$189,000.00				
106.	Promissory Note, dated December 23, 2010, in the original principal amount of \$96,724.00, by the Debtor, in favor of TCI Ridgepoint, evidencing the payment by the Debtor to TCI Ridgepoint of a portion of the purchase price for the TCI Ridgepoint Property (the " <u>TCI Ridgepoint Note</u> ")				
107.	General Warranty Deed, dated as of December 23, 2010, executed by TCI Ridgepoint, wherein TCI Ridgepoint deeded all of its right, title, and interest in and to the TCI Ridgepoint Property to the Debtor				
108.	Distribution Agreement, dated as of December 27, 2010 between TCI Ridgepoint and Transcontinental, and allonge, dated as of the same date, executed by TCI Ridgepoint, in favor of Transcontinental, whereby TCI Ridgepoint transferred to its parent company at the time, Transcontinental, the TCI Ridgepoint Note				
109.	[Omitted]				
XIV. Transfer of Real Estate From TCI 109 Beltline to the Debtor, Subject to the Liens of: (i) Armed Forces Bank, N.A., and (ii) Propel Financial Services					
110.	List of Managers and Members TCI 109 Beltline, Inc. (" <u>TCI 109 Beltline</u> "), as of December 23, 2010				

111.	List of trade creditors and trade debt of TCI 109 Beltline as of December 23, 2010				
112.	List of total unsecured debt owed by TCI 109 Beltline to its insiders as of the Petition Date, requested from the Debtor				
113.	Purchase Agreement, dated as of December 23, 2010, between TCI 109 Beltline and the Debtor, whereby the Debtor purchased from TCI 109 Beltline certain real property assets owned by TCI 109 Beltline as more fully described therein (the " <u>TCI 109 Beltline Property</u> "), subject to the liens and indebtedness of Armed Forces Bank and Propel, for a purchase price of \$14,050,000.00				
114.	Promissory Note, dated December 23, 2010, in the original principal amount of \$1,883,188.33, by the Debtor, in favor of TCI 109 Beltline, evidencing the payment by the Debtor to TCI 109 Beltline of a portion of the purchase price for the TCI 109 Beltline Property (the " <u>TCI Beltline Note</u> ")				
115.	General Warranty Deed, dated as of December 23, 2010, executed by TCI 109 Beltline, wherein TCI 109 Beltline deeded all of its right, title, and interest in and to the TCI 109 Beltline Property to the Debtor				
116.	Distribution Agreement, dated as of December 27, 2010 between TCI 109 Beltline and Transcontinental, and allonge, dated as of the same date, executed by TCI 109 Beltline, in favor of Transcontinental, whereby TCI 109 Beltline transferred to its parent company at the time, Transcontinental, the TCI 109 Beltline Note				
117.	[Omitted]				

XV. Transfer of Real Estate From Thornwood to the Debtor, Subject to the Liens of: (i) American Bank of Commerce, and (ii) Propel Financial Services					
118.	List of Managers and Members of Thornwood Land and Cattle, LLC (" <u>Thornwood</u> "), as of December 23, 2010				
119.	List of trade creditors and trade debt of Thornwood as of December 23, 2010				
120.	List of total unsecured debt owed by Thornwood to its insiders as of the Petition Date, requested from the Debtor				
121.	Purchase Agreement, dated as of December 23, 2010, between Thornwood and the Debtor, whereby the Debtor purchased from Thornwood certain real property assets owned by Thornwood as more fully described therein (the " <u>Thornwood Properties</u> "), subject to the liens and indebtedness of American Bank of Commerce and Propel for an aggregate purchase price of \$1,670,000.00				
122.	Promissory Note, dated December 23, 2010, in the original principal amount of \$1,667,029.35, by the Debtor, in favor of Thornwood, evidencing the payment by the Debtor to Thornwood of a portion of the purchase price for the Thornwood Property (the " <u>Thornwood Note</u> ")				
123.	General Warranty Deeds, each dated as of December 23, 2010, executed by Thornwood, wherein Thornwood deeded all of its right, title, and interest in and to the Thornwood Properties to the Debtor				
124.	Distribution Agreement, dated as of December 27, 2010 between Thornwood and Transcontinental, and allonge, dated as of the same date, executed by Thornwood, in favor of Transcontinental, whereby Thornwood transferred to its parent company at the time, Transcontinental, the Thornwood Note				

XVI. Transfer of Real Estate From Income Opportunity to the Debtor, Subject to the Liens of Nexbank:					
125.	List of Managers and Members of Income Opportunity Realty Investors, Inc. (" <u>Income Opportunity</u> "), as of December 23, 2010				
126.	List of trade creditors and trade debt of Income Opportunity as of December 23, 2010				
127.	List of total unsecured debt owed by Income Opportunity to its insiders as of the Petition Date, requested from the Debtor				
128.	Purchase Agreement, dated as of December 23, 2010, between Income Opportunity and the Debtor, whereby the Debtor purchased from Income Opportunity certain real property assets owned by Income Opportunity as more fully described therein (the " <u>Income Opportunity Property</u> "), subject to the liens and indebtedness of Nexbank, for a purchase price of \$1,250,000.00				
129.	Promissory Note, dated December 23, 2010, in the original principal amount of \$1,250,000.00, by the Debtor, in favor of Income Opportunity, evidencing the payment by the Debtor to Income Opportunity of a portion of the purchase price for the Income Opportunity Property (the " <u>Income Opportunity Note</u> ")				
130.	General Warranty Deed, dated as of December 23, 2010, executed by Income Opportunity, wherein Income Opportunity deeded all of its right, title, and interest in and to the Income Opportunity Property to the Debtor				

XVII. Transfer of Ground Leases From Westgrove Air Plaza to the Debtor, Subject to the Liens of: (i) Regions Bank, and (ii) Propel Financial Services					
131.	List of Westgrove Air Plaza's Managers and Members, as of December 23, 2010				
132.	List of trade creditors and trade debt of Westgrove Air Plaza as of December 23, 2010				
133.	List of total unsecured debt owed by Westgrove Air Plaza to its insiders as of the Petition Date, requested from the Debtor				
134.	Purchase Agreement, dated as of December 23, 2010, between Westgrove Air Plaza and the Debtor, whereby the Debtor purchased from Westgrove Air Plaza certain real property assets owned by Westgrove Air Plaza as more fully described therein (the " <u>Westgrove Air Plaza Property</u> "), subject to the liens and indebtedness of Regions Bank and Propel, for a purchase price of \$4,500,000.00				
135.	Promissory Note, dated December 23, 2010, in the original principal amount of \$2,231,371.01, by the Debtor, in favor of Westgrove Air Plaza, evidencing the payment by the Debtor to Westgrove Air Plaza of a portion of the purchase price for the Westgrove Air Plaza Property (the " <u>Westgrove Air Plaza Note</u> ")				
136.	Assignment of Tenant's Interest In Lease, dated as of December 23, 2010, executed by Westgrove Air Plaza, in favor of the Debtor, wherein Westgrove Air Plaza assigned all of its right, title, and interest in and to the Westgrove Air Plaza Property to the Debtor				

137.	Distribution Agreement, dated as of December 27, 2010 between Westgrove Air Plaza and Transcontinental, and allonge, dated as of the same date, executed by Westgrove Air Plaza, in favor of Transcontinental, whereby Westgrove Air Plaza transferred to its parent company at the time, Transcontinental, the Westgrove Air Plaza Note				
138.	[Omitted]				
XVIII. Transfer of Real Estate From American Realty Trust to the Debtor, Subject to the Liens of: (i) Armed Forces Bank, N.A., and (ii) Propel Financial Services					
139.	List of Managers and Members of American Realty Trust, Inc. (" <u>American Realty Trust</u> "), as of December 23, 2010				
140.	List of trade creditors and trade debt of American Realty Trust as of December 23, 2010				
141.	List of total unsecured debt owed by American Realty Trust to its insiders as of the Petition Date, requested from the Debtor				
142.	Purchase Agreement, dated as of December 23, 2010, between American Realty Trust and the Debtor, whereby the Debtor purchased from American Realty Trust, certain real property assets as more fully described therein, (the " <u>American Realty Trust Property</u> "), subject to the liens and indebtedness of Armed Forces Bank and Propel, for a purchase price of \$23,467,744.84				

143.	Promissory Note, dated December 23, 2010, in the original principal amount of \$260,131.00, by the Debtor, in favor of American Realty Trust, evidencing the payment by the Debtor to American Realty Trust of a portion of the purchase price for the American Realty Trust Property (the " <u>American Realty Trust Note</u> ")				
144.	General Warranty Deed, dated as of December 23, 2010, executed by American Realty Trust, wherein American Realty Trust deeded all of its right, title, and interest in and to the American Realty Trust Property to the Debtor				
145.	[Omitted]				
XIX. Transfer of Real Estate From TCI McKinney Ranch to the Debtor Subject to the Liens of: (i) Armed Forces Bank, N.A., and (ii) Propel Financial Services					
146.	List of Managers and Members of TCI McKinney Ranch, Inc. (" <u>TCI McKinney Ranch</u> "), as of December 23, 2010				
147.	List of trade creditors and trade debt of TCI McKinney Ranch as of December 23, 2010				
148.	List of total unsecured debt owed by TCI McKinney Ranch to its insiders as of the Petition Date, requested from the Debtor				
149.	Purchase Agreement, dated as of December 23, 2010, between TCI McKinney Ranch and the Debtor, whereby the Debtor purchased from McKinney Ranch certain real property assets owned by TCI McKinney Ranch as more fully described therein (the " <u>TCI McKinney Ranch Property</u> "), subject to the liens and indebtedness of Armed Forces Bank and Propel, for a purchase price of \$5,400,000.00				

150.	Promissory Note, dated December 23, 2010, in the original principal amount of \$6,759.92, by the Debtor, in favor of TCI McKinney Ranch, evidencing the payment by the Debtor to TCI McKinney Ranch of a portion of the purchase price for the TCI McKinney Ranch Property (the " <u>TCI McKinney Ranch Note</u> ")				
151.	General Warranty Deed, dated as of December 23, 2010, executed by TCI McKinney Ranch, wherein TCI McKinney Ranch deeded all of its right, title, and interest in and to the TCI McKinney Ranch Property to the Debtor				
152.	[Omitted]				
XX. Transfer of Real Estate From ART Collection to the Debtor, Subject to the Liens of Armed Forces Bank, N.A.					
153.	Purchase Agreement, dated as of December 23, 2010, between ART Collection, Inc. (" <u>ART Collection</u> ") and the Debtor, whereby the Debtor purchased from ART Collection certain real property assets owned by ART Collection as more fully described therein (the " <u>ART Collection Property</u> "), subject to the liens and indebtedness of Armed Forces Bank, for a purchase price of \$7,850,000.00				
154.	Promissory Note, dated December 23, 2010, by the Debtor, in favor of ART Collection, evidencing the payment by the Debtor to ART Collection of a portion of the purchase price for the ART Collection Property (the " <u>ART Collection Note</u> ")				
155.	General Warranty Deed, dated as of December 23, 2010, executed by ART Collection, wherein ART Collection deeded all of its right, title, and interest in and to the ART Collection Property to the Debtor				

XXI. Additional Transactions					
156.	Purchase Agreement, dated as of December 23, 2010, between One Realco Corporation (" <u>One Realco</u> ") and the Debtor, whereby the Debtor purchased from One Realco, a promissory note made by Woodmont TCI Group XIV, L.P., payable to the order of One Realco, for a purchase price of \$4,394,588.02				
157.	Assignment of Tenant's Interest in Lease, dated as of December 23, 2010, executed by Transcontinental, in favor of the Debtor, whereby Transcontinental assigned the Debtor all of Transcontinental's interests in and to one or more leases covering certain property in Dallas County, Texas				
158.	Assignment of Interest in Subleases, dated as of December 23, 2010, executed by Transcontinental, in favor of the Debtor, whereby Transcontinental also assigned the Debtor all of Transcontinental's right, title and interest as Master Tenant in the Subleases (each, as defined therein)				
159.	Purchase Agreement, dated as of December 23, 2010, between ABCLD Properties and Continental Signature, Inc. (" <u>Continental Signature</u> "), together with Assignment of Partnership Interest, dated as of December 23, 2010, executed by Continental Signature, in favor of ABCLD Properties, whereby ABCLD Properties purchased from Continental Signature, all of Continental Signature's general partnership interests (99.995%) in Signature Athletic Limited Partnership (" <u>Signature Athletic</u> ")				

160.	Promissory Note, dated December 23, 2010, in the original principal amount of \$856,239.00, by ABCLD Properties, in favor of Continental Signature, evidencing the payment by ABCLD Properties to Continental Signature of a portion of the purchase price for Continental Signature's general partnership interests in Signature Athletic (the " <u>Continental Signature Note</u> ")				
161.	Distribution Agreement, dated as of December 27, 2010 between Continental Signature and Continental Mortgage, and allonge, dated as of the same date, executed by Continental Signature, in favor of Continental Mortgage and Equity Investors, Inc. (" <u>Continental Mortgage</u> "), whereby Continental Signature transferred to its parent company at the time, Continental Mortgage, the Continental Signature Note				
162.	Purchase Agreement, dated as of December 27, 2010, between ABCLD Income and Continental Mortgage, together with Stock Power with Certificate, dated as of December 27, 2010, executed by Continental Mortgage, in favor of ABCLD Income, whereby ABCLD Income purchased from Continental Mortgage, all of Continental Mortgage's capital stock in Continental Signature, for \$1,000 cash				
163.	Purchase Agreement, dated as of December 23, 2010, between ABCLD Properties and EQK Holdings, Inc., together with Assignment of Partnership Interest, dated as of December 23, 2010, executed by EQK Holdings, Inc., in favor of ABCLD Properties, whereby ABCLD Properties purchased from EQK Holdings, Inc., all of EQK Holdings' general partnership interests (1%) and limited partnership interests (98%) in NLP Cooley Associates, L.P. (" <u>NLP Cooley</u> ")				

164.	Promissory Note, dated December 23, 2010, in the original principal amount of \$256,446.92, by ABCLD Properties, in favor of EQK Holdings, Inc., evidencing the payment by ABCLD Properties to EQK Holdings, Inc. of a portion of the purchase price for EQK Holdings, Inc. partnership interests in NLP Cooley				
165.	Purchase Agreement, dated as of December 23, 2010, between ABCLD Properties and EQK Holdings, LLC, together with Assignment of Partnership Interest, dated as of December 23, 2010, executed by EQK Holdings, LLC, in favor of ABCLD Properties, whereby ABCLD Properties purchased from EQK Holdings, LLC, all of EQK Holdings LLC's limited partnership interests (1%) in NLP Cooley				
XXII. Exhibits From Depositions of FRE's Corporate Representative, Richard D. ("David") Morgan, and TCI Texas Properties, LLC's Corporate Representative, Steven Shelley					
166.	Notice of Deposition and Request for Production of Documents to the Debtor, dated January 25, 2011				
167.	Information for Initial Debtor Interview, dated January 7, 2011				
168.	Property name and information sheet				
169.	NLP Cooley's Statement of Financial Affairs, dated as of January 18, 2011				
170.	Signature Athletic's Statement of Financial Affairs (undated)				
171.	Signature Athletic's Summary of Schedules, dated as of January 18, 2011				
172.	NLP Cooley's Summary of Schedules, dated as of January 18, 2011				
173.	Debtor's Matrix of Creditors [Docket No. 20]				

174.	Debtor's Emergency Motion for Interim and Final Orders Authorizing the Debtor to Use Cash Collateral and to Provide Adequate Protection to Pre-petition Secured Lenders [Docket No. 52]				
175.	Richard D. Morgan letter to Lisa A. Dedonato, dated December 27, 2010 (FRE/WELLS FARGO 213) ⁴				
176.	Email thread, dated January 3, 2011, between Dave Morgan and John Daugherty re: Documents (FRE/WELLS FARGO 125)				
177.	Notice of Deposition with Subpoena Duces Tecum to TCI, dated January 25, 2011				
178.	Amended and Restated Forbearance Agreement and Third Amendment to Credit Agreement, dated as of April 21, 2010, by and among TCI, Transcontinental, and Wells Fargo				
179.	Duplicate of Exhibit 5				
180.	Email, dated January 3, 2011, from Steven Shelley to Robert Bernier				
181.	Letter term sheet purchase offer from Huffines to Larry McCorkle, dated October 3, 2010 (FRE/WELLS FARGO 16—18)				
182.	Letter term sheet purchase offer from Harwood International to Larry McCorkle, dated December 6, 2010 (FRE/WELLS FARGO 13—15)				
183.	Jones Lang LaSalle marketing materials for Development Sites in Forney (FRE/WELLS FARGO 1—4)				

⁴ Documents that have been produced by the Debtor in this action and bearing the Bates label "FRE/WELLS FARGO" will be so designated in this list of exhibits.

184.	Jones Lang LaSalle marketing materials for Premier Las Colinas Development Sites (FRE/WELLS FARGO 5—8)				
185.	Jones Lang LaSalle marketing materials for Premier Valwood Development Sites (FRE/WELLS FARGO 9—12)				
186.	TCI table of properties and prices (FRE/WELLS FARGO 51)				
187.	TCI table of properties and prices (FRE/WELLS FARGO 101—102)				
188.	[Omitted]				
189.	Email thread between Steven Shelley and Michael Shelley regarding Kaufman County Land Loan Proposal, last dated as of September 10, 2010, and attachment thereto				
190.	List of unsecured debts by creditor owed by TCI and by other affiliates of the Debtor as of January 4, 2011, the Petition Date				

III. RESERVATION OF RIGHTS

Wells Fargo reserves the right to amend or supplement this Witness and Exhibit List at or prior to the hearing on Wells Fargo's Motion to Dismiss on February 3, 2011. Further, Wells Fargo reserves the right to: (i) introduce exhibits not listed above on rebuttal and during cross-examination and/or for the purposes of impeachment; (ii) use documents not listed herein to refresh witnesses' recollections; and (iii) introduce demonstrative exhibits, which could include the exhibits listed above as well as demonstrative exhibits that incorporate material from the exhibits described above and from other sources.

Dated: January 31, 2011

Respectfully submitted,

K&L GATES LLP

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**ATTORNEYS FOR WELLS FARGO
CAPITAL FINANCE, INC.**

CERTIFICATE OF SERVICE

I certify that on January 31, 2011, all parties consenting to such service have been served with copies of this Motion through the Court's ECF system, including the Debtor, through counsel.

/s/ David Weitman
David Weitman